

**INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT
AND
WASHINGTON'S LOTTERY**

THIS AGREEMENT is made and entered into by and between Washington's Lottery, hereinafter referred to as "Lottery," and the Office of Financial Management hereinafter referred to as "OFM", pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to fund the design and production of printed materials to educate Lottery clientele regarding the 2020 U.S. Census.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. STATEMENT OF WORK

Lottery shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth below:

- a. Produce printed materials which shall include, but not be limited to, brochures, kiosk inserts, window clings, check inserts, and lobby stand signs.
- b. Develop retractable banners.
- c. Print materials and retractable banners will include Lottery branding, along with the 2020 Census information.

2. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on August 29, 2019, or date of execution, whichever is later, and be completed on December 31, 2019, unless terminated sooner or extended, as provided herein.

3. COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed Ten Thousand Dollars (\$10,000.00). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the following approximate rates:

<u>Product</u>	<u>Quantity</u>	<u>Cost</u>
Brochures	80,000	\$3,500.00
8.5 x 11 Kiosk Insert	4000	\$1,000.00
Window Clings	60	\$350.00
Check Inserts	1000	\$100.00
Retractable Banner Stands	6	\$2,100.00

In addition, Lottery shall produce ten (10) Lobby Stand Signs at a cost not yet determined.

4. **BILLING PROCEDURE**

- a. Lottery shall submit one invoice at the conclusion of the engagement. Payment to Lottery for approved and completed work will be made by warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.
- b. Invoices shall be forwarded to marc.baldwin@ofm.wa.gov. Include the OFM Contract Number in the subject line of the email.
- c. Invoices must describe and document to OFM's satisfaction a description of what the payment is for.
- d. All invoices will be reviewed and must be approved by the OFM Contract Manager prior to payment.
- e. Lottery must submit the following information:
 - 1) OFM Contract Number: K2848
 - 2) Lottery Contract Manager name, address, and phone number;
 - 3) Description of what the contract is for: 2020 Census Materials
 - 4) Total invoice amount.

5. **TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

6. **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. If the Dispute Board cannot agree, the dispute shall be decided with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

7. **MANAGEMENT**

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for Lottery is Kristi Weeks, 360/810.2881, kweeks@walottery.com

The Contract Manager for OFM is Marc Baldwin, 360/902.0590, marc.baldwin@ofm.wa.gov


8. **AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

9. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

WASHINGTON'S LOTTERY



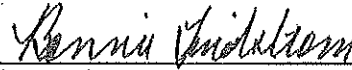
MARCUS GLASPER

DIRECTOR

9/3/19

DATE

OFFICE OF FINANCIAL MANAGEMENT



BONNIE LINDSTROM

CONTRACTS ADMINISTRATOR

09.03.2019

DATE